



UNITED STATES DISTRICT COURT
SOUTHERN DISTRICT OF NEW YORK

ISAIAS GONZALEZ, JORGE GARCIA MEJIA and
LORENZO MEJIA SAPON, ~~individually and on behalf~~
~~of all other persons similarly situated,~~

RMB

Plaintiffs,

-against-

14 CV 2555 (RMB) (GWG)

SCHNIPPER RESTAURANTS LLC (d/b/a
SCHNIPPER'S QUALITY KITCHEN), SRG1, LLC
(d/b/a SCHNIPPER'S QUALITY KITCHEN), JON
SCHNIPPER and ANDREW SCHNIPPER,

Defendants.

STIPULATION AND ORDER OF DISMISSAL WITH PREJUDICE

WHEREAS, this Stipulation and Order of Final Dismissal with Prejudice ("Stipulation") is entered into between Isaias Gonzalez, Jorge Garcia Mejia and Lorenzo Mejia Sapon a/k/a Bonifacio Perez Morales (hereinafter "Plaintiffs") and Defendants Schnipper Restaurants LLC (d/b/a Schnipper's Quality Kitchen), SRG1, LLC (d/b/a Schnipper's Quality Kitchen), Jon Schnipper and Andrew Schnipper (hereinafter "Defendants") ("Plaintiffs" and "Defendants" collectively hereinafter "Parties"), by and through their undersigned counsel of record; and

WHEREAS, Plaintiffs commenced this action on or about April 10, 2014 on behalf of themselves and all other employees they claim are similarly situated, seeking damages for (i) alleged failure to properly pay minimum wage in violation of the Fair Labor Standards Act ("FLSA") (ii) alleged failure to properly pay overtime in violation of the FLSA; (iii) alleged

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failure to properly pay minimum wage in violation of the New York Labor Law ("NYLL"); (iv) alleged failure to properly pay overtime in violation of the NYLL; (v) alleged failure to pay "spread of hours" as required under NYLL and regulations; (vi) allege notice and recordkeeping violations in contravention of NYLL; (vii) alleged failure to provide wage statements in violation of NYLL; and (viii) alleged failure to provide reimbursement for equipment costs and "tools of the trade" in violation of the FLSA and NYLL.

WHEREAS the Parties understand and agree that Defendants deny each and every allegation of wrongdoing asserted in this litigation, including, but not limited to, all such allegations contained in Plaintiffs' Complaint, and in any other papers filed or served by Plaintiffs or on Plaintiffs' behalf in the above-captioned action;

WHEREAS the Parties exchanged relevant documents, deliberated over the claims and defenses in the case, engaged in good-faith, arms-length negotiations and believe the terms of the Negotiated Settlement Agreement & General Release constitute a full and fair settlement of the claims raised by Plaintiffs in this lawsuit or that could have been raised by Plaintiffs in this lawsuit, taking into account the allegations asserted by Plaintiffs, the relevant documents and the defenses asserted by Defendants and that Plaintiffs have not compromised their claims;

This Court, having considered the foregoing, IT IS HEREBY ORDERED, that the above-captioned action is hereby dismissed in its entirety (including all FLSA and NYLL claims), with prejudice, and with no award of attorneys' fees or costs by the Court to any party.

The Clerk of the Court shall close this case.

By: Shawn Clark

Michael Faillace
Shawn Clark
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(212) 317-1200

Date: 2/13, 2015

SO ORDERED

RMB

HONORABLE RICHARD M. BERMAN
UNITED STATES DISTRICT JUDGE

Dated: 2/18/15, 2015
New York, New York

Respectfully submitted,

By: Felice B. Ekelman

Felice B. Ekelman
Douglas J. Klein
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Date: 2/13, 2015

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